

**DEPARTMENT OF TRANSPORTATION**  
DIVISION OF PROCUREMENT AND CONTRACTS  
1727 30<sup>th</sup> STREET – MS 67  
SACRAMENTO, CA 95816  
PHONE (916) 227-6000  
FAX (916) 227-6034  
TTY (916) 653-2630



*Flex your power!  
Be energy efficient!*

Date: September 21, 2006

Addendum Two To  
Invitation for Bid  
No.02A0793  
Janitorial Services

To Whom It May Concern:

Your attention is directed to the additional questions and answers in the above-noted Invitation for Bid:

**Questions and Answers**

**Question 7.** How many employees per day (at the same time) are needed to perform this contract satisfactorily?

**Answer 7:** Please see addendum 1, question 6.

**Question 8.** What is the estimated cost of all the uniforms required?

**Answer 8:** The cost of the uniforms is up to the contractor to obtain. Specifications for the uniform requirements may be found in the sample standard contract, Exhibit A, Paragraph 4B.

**Question 9.** What is the actual cost of all cleaning supplies, materials, tools, and incidentals needed for this contract?

**Answer 9.** Cleaning supplies, materials, tools, and incidentals are to be purchased by the contractor, through the contractor's means. Contractor must determine how much these items will cost and include the cost of these items in their monthly bid rate. Exhibit A, Page 7 of 7 is a detailed chart of all activities, frequencies, and units required for this contract. Please determine amounts needed from that chart.

**Question 10.** What do you consider incidentals?

**Answer 10.** Incidentals are whatever the contractor deems necessary to fulfill the duties outlined in the contract.

**Question 11.** How much is the cost of performing this contract presently?

**Answer 11.** \$91,911.00 for the term of the contract, \$3,404.13 per month.

**Question 12.** What is the total cost of the equipment required/needed/used to perform this contract at the present time?

**Answer 12.** Please see answer to question #9.

If you have any questions, please feel free to contact me at 916-227-6039.

Sincerely,

Stacey Salazar  
Contract Analyst

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DIVISION OF PROCUREMENT AND CONTRACTS  
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Date: September 21, 2006

Addendum One To  
Invitation for Bid  
No.02A0793  
Janitorial Services

To Whom It May Concern:

Your attention is directed to the questions and answers in the above-noted Invitation for Bid. Also – there has been one change that is outlined below the questions and answers:

**Questions and Answers**

**Question 1.** Can you provide us the name of the incumbent contractor, the length of time this contractor has held the contract, and the current monthly contract amount?

**Answer 1:** The current contractor is Squee-Gee Clean Janitorial. The current contract's term was 7/1/04 through 9/30/06, and the monthly rate is \$3,404.13.

**Question 2.** Since the last award, have any changes been made to the specs, and if so – please outline those changes.

**Answer 2:** Yes, the specifications to this contract have changed. The previous contract included handyman and landscape services. Due to union regulations, we can no longer require these services under a janitorial contract. All services listed in this contract are janitorial only.

**Question 3.** What were the last contract's three lowest bidders' results?

**Answer 3.** Results were: 1) \$91,911.00; 2) \$99,950.00; 3) \$117,440.00

Addressee  
Date  
Page

**Question 4.** What was the last contract amount?

**Answer 4.** Total contract amount was \$91,911.00 for two years and 3 months.

**Question 5.** What was the amount awarded to the contractors?

**Answer 5.** \$91,911.00

**Question 6.** How many workers are needed?

**Answer 6.** According to the terms of the contract, there needs to be enough workers to cover the duties outlined in the sample contract (6 hours per day during slow months, and 8 hours per day during busy months), seven days per week. We also require phone numbers for a local supervisory employee, and an alternate supervisory employee. The actual numbers of employees working the rest area is up to the discretion of the contractor, as long as no state or federal labor laws are being defied.

### **Changes to original IFB**

There has been one change to the sample standard contract:

Exhibit A, Paragraph 1: Original sample standard contract stated, “Contractor agrees to provide *handyman* services . . .” It has been changed to read: “Contractor agrees to provide *janitorial* services . . .”

If you have any questions, please feel free to contact me at 916-227-6039.

Sincerely,

Stacey Salazar  
Contract Analyst

The following is the Table of Contents for the Internet Bid Package documents.

02a0793a.doc

Solicitation package, 38 pages

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN  
ADDRESS

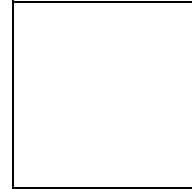
**Agreement No. 02A0793**

**Bid Due Date: 9/28/06**

**Bid Due Time: 2:15 P.M.**

**Bid Opening Time: 2:30 P.M.**

**Attn: Stacey Salazar**



Department of Transportation, MS-65  
Division of Procurement and Contracts  
1727 30th Street  
Sacramento, CA 95816-7006

**DEPARTMENT OF TRANSPORTATION****ADMINISTRATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30<sup>TH</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!  
Be energy efficient!*

September 12, 2006

**INVITATION FOR BID (IFB)  
IFB # 02A0793  
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled **02A0793 – Janitorial Services – Bogard Safety Roadside Rest Area (SRRA)**. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone: 916-227-6075; Fax: 916-227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions\*, or should you need any clarifying information, the designated contact person for this IFB is:

Stacey Salazar  
**Department of Transportation**  
Phone: 916-227-6039  
Fax: 916-227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Stacey Salazar  
Contract Analyst

\*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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## A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6 (Exhibit A)**.

The Contractor shall provide all labor, tools, equipment, materials, supplies, and incidentals necessary to perform janitorial services for the Department of Transportation at the Bogard Safety Roadside Rest Area, located in Lassen County, adjacent to Route 44, Post Mile 14.5.

## B) Bidder's Minimum Qualifications

Bidder must be able to perform the work as outlined in the Sample Standard Agreement, Exhibit A.

## C) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	September 12, 2006	
Written Question Submittal	September 21, 2006	
Final Date and Time for Bid Submission	9/28/06	2:15 PM
Bid Opening	9/28/06	2:30 PM
Proposed Award Date (estimate)	November 1, 2006	

### 2. Questions and Answers

- Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by September 21, 2006.
- Written questions must include the individual's name, firm name, complete address and must reference IFB No. 02A0793. Questions must be sent to the following address:

MAILED OR FAXED TO:  
Fax No.: (916) 227-6155

Department of Transportation, MS-65  
Division of Procurement and Contracts  
Attention: Stacey Salazar  
1727 30th Street  
Sacramento, CA 95816

- Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the



Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

### 3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

### 4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business Certification and Resources (formerly OSMB) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

### 5. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

### 6. Benefits

- A. Agreements awarded from this solicitation are subject to Government Code (GC) 19134, and the bidder shall include in their bids, applicable provisions for Wages and Employee Benefits or In Lieu Cash Payments for all covered Employees.
- B. The Department has elected to use the published blended Wage and Employee Benefit Rates as described in **Exhibit B, Proposed Form of Agreement**, and as specified on the Department of Personnel Administration's (DPA) schedule via their web-site: <http://www.dpa.ca.gov>.

- C. Rate changes published by the DPA after issuance of this solicitation, but prior to bid due date, shall be included in an addendum to the solicitation.
- D. By the submission of the signed **Bid/Bidder Certification Sheet (attached)**, the bidder is committing to comply with the requirements of GC 19134 and CCR 1896.300 et seq.
- E. Wages and Employee Benefits shall be included and bid as part of the bid proposal (**Attachment 1**, Bid Proposal). The bidder shall use the rates specified in this solicitation for bid calculations. If this information is not provided on the bid proposal sheet, **the bid may be rejected**.
- F. Before execution of the Agreement, employers choosing to offer actual Health Benefits coverage and/or an actual retirement benefit plan (rather than In Lieu Cash Payments) shall provide evidence of such coverage and/or plan to the Department. **Failure to provide verifiable evidence of such coverage and/or plan shall be grounds for rejection of bid.**

## 7. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 6, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

## 8. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 02A0793

IFB Name: **Janitorial Services – Bogard Safety Roadside Rest Area (SRRA)**

Firm Name:

Firm Address:

**BID SUBMITTAL - DO NOT OPEN**

- b) Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 5, Required Attachment Checklist**. Bids not including the proper "required

attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or \*Hand Deliveries

Department of Transportation, MS 65  
Division of Procurement and Contracts  
1727 – 30<sup>th</sup> Street  
Sacramento, CA 95816

\* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject all bids for reasonable cause.
- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- q) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 306** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

## 9. Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- d) The award of the contract, if awarded, will be made to the lowest responsible and responsive bidder. A responsive bid is one that complies with all of the specifications in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

## 10. Award and Protest

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder

shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.

- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 65 Attention: Protest and Dispute's Manager 1727 30 <sup>th</sup> Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

## 11. Standard Conditions of Service

- a.) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the

agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.

- b.) All performance under the contract shall be completed on or before the termination date of the contract.
- c.) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- d.) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of 10% of the amount bid, whichever is less.
- e.) No oral understanding or agreement shall be binding on either party.

## **D) Special Programs**

The following Special Programs are applicable to this IFB.

### **1. Small Business or Microbusiness Preference**

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 4 (Bid/Bidder Certification Sheet) and attach a copy of your certification.

If prospective Contractor is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusiness, complete Attachment 3, Small Business Subcontractor Preference Form For Non-Small Business Bidders.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, Office of Small Business Certification and Resources. The preference amount may not exceed \$50,000 for any bid.

Pursuant to Government Code Section 14838 and Title 2 of the California Code of Regulations, Section 1896, in order to facilitate the participation of small

businesses, including microbusinesses, the preference to such businesses shall be 5% of the lowest responsible bid. If a bidder is not a certified small business, but wishes to be eligible for the 5% "non-small business" bidders preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. The proposer must provide a list with its bid identifying such certified small businesses or microbusinesses (ADM 3019, Attachment 3). Preferences may not be awarded to a noncompliant bidder and may not be used to achieve any applicable minimum requirements.

Small business and microbusiness bidders shall have precedence over non-small business bidders in the application of any bidder preference for which non-small business bidders may be eligible.

Questions regarding the certification approval process or Small Business program should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

BID PROPOSAL

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 02A0793	PAGE 1 OF 1	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	16 Months	Monthly	"Busy Months" – March through October		
2	8 Months	Monthly	"Slow" Months - November through February		
			2 year contract		
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.				TOTAL THIS SHEET	
(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL	



**ATTACHMENT 2**  
**CONTRACTOR CERTIFICATION CLAUSES**

**CCC-1005**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**I. CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 4**  
**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
<div>16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">a. Small Business Enterprise      Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</div><div style="width: 45%;">b. Disabled Veteran Business Enterprise      Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____</div></div> <div><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "<b>Yes</b>". Date application was submitted to OSBCR, if an application is pending:</div>		

## Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 5**  
**Invitation for Bid 02A0793**

**ATTACHMENT CHECKLIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

<b><u>Attachments</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Bid Proposal (ADM-1412)
_____ Attachment 2	Contractor Certification Clauses (CCC 1005). The CCC 1005 can also be found on the Internet at <a href="http://www.dgs.ca.gov/contracts">http://www.dgs.ca.gov/contracts</a> . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 3	Small Business Preference Form For Non-Small Business Bidders, <b>ADM-3019</b>
_____ Attachment 4	<b>Bid/Bidder Certification Sheet</b>
_____ Attachment 5	<b>Attachment Checklist</b>

**ATTACHMENT #6**  
Sample Standard Agreement

AGREEMENT NUMBER
02A0793
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Transportation**

CONTRACTOR'S NAME

**Note to Bidders:**

The following 18 pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

2. The term of this Agreement is: November 1, 2006 through October 31, 2008

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

<b>Exhibit A</b> – Scope of Work	7 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	4 Pages
<b>Exhibit C*</b> – General Terms and Conditions (Electronic File: GTC 306)	0 Pages
<b>Exhibit D</b> - Special Terms and Conditions	4 Pages
<b>Exhibit E</b> – Additional Provisions	2 Pages
<b>Attachment 1</b> - Bid Proposal	1 Page
<b>Attachment</b> ____	Pages
<b>Attachment</b> ____	Pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at* <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Transportation (Department)**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Contract Officer**

ADDRESS

1727 30<sup>th</sup> Street, Sacramento, CA 95816

**California Department of  
General Services Use Only**

☐ Exempt per:



**EXHIBIT A**  
**Standard Agreement**

**SCOPE OF WORK**

1. Contractor agrees to provide handyman services to the Department of Transportation (Department), as described herein:

The contractor shall provide all labor, tools, equipment, materials, supplies, and incidentals necessary to perform janitorial services for the Department of Transportation at the Bogard Safety Roadside Rest Area, located in Lassen County, adjacent to Route 44, Post Mile 14.5.

2. This Agreement shall begin on November 1, 2006, contingent upon approval by the State, and expire on October 31, 2008 unless extended by amendment. The services shall be provided during the hours of 7:00 AM and 5:00 PM, seven days per week.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor:
Section/Unit: District 2 Maintenance	Section/Unit:
Contract Manager: David Grunow	Project Manager:
Address: 1490 George Drive	Address:
Redding, CA 96003	
Bus. Phone No.: 530-225-3349	Bus. Phone No.:
Fax No: 530-225-3098	Fax No:

4. Detailed description of work to be performed and duties of all parties:
- A. The work consists, in general, of maintaining and servicing the Bogard Safety Roadside Rest Areas by cleaning, sanitizing, deodorizing, and stocking rest room facilities, cleaning/de-icing sidewalks, picking up litter, washing tables, benches, and garbage cans, annual pressure wash of exterior of buildings and sweeping all paved areas. Contract work will be done seven days per week, holidays included.
- B. The Contractor shall provide all employees with clean uniforms at no cost to the employees. Shirts, pants, and shoes shall be worn at all times by the Rest Area Attendant while on duty. Shirts and outer garments (vests, coats, jackets, sweaters, etc.) worn by the rest Area Attendant shall identify the Contractor and shall identify the wearer as a "Rest Area Attendant". The attendant's uniform, including shirts and outer garments to be worn, shall be pre-approved by the Caltrans' representative.

**EXHIBIT A**  
**Standard Agreement**

- C. Contractor shall be required to maintain an accurate log of arrival and departure times for each employee for each day worked. This may be by use of a Caltrans-furnished time clock or such other method as approved by the Caltrans Contract Manager.
- D. Public safety and convenience are to be considered at all times. If any person employed by the Contractor shall appear to the Caltrans' field representative to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately upon the request of the Caltrans' representative, and such person shall no longer be employed at the worksite.
- E. In the event of damage or breakdown, one of the following Caltrans field representatives shall be immediately notified in the order shown:

<u>Name</u>	<u>Business Phone</u>	<u>Home Phone</u>
Gary Ragan	(530) 257-2922	(530)-596-4696
Terry Chandler	(530) 257-2922	(530) 253-2255

- F. If Caltrans' representative determines that the Rest Area has been damaged by a negligent act of the contractor or his employees, the cost of repairing such damage shall be borne by the Contractor.
- G. Caltrans' field representatives shall conduct frequent unscheduled inspections and maintain a log noting conditions and compliance with the contract provisions and quality of workmanship.
- H. The Contractor must furnish the Caltrans' representative with a telephone number where the Contractor may be reached during working hours. The Contractor shall provide a local supervisory employee and alternate supervisory employee to be available for call. Response shall be made within one hour after Contractor has been notified by phone.
- I. The Contractor shall furnish all equipment, cleaning supplies, and consumable supplies, as well as miscellaneous hand tools and equipment necessary to perform the services.
- J. Caltrans has determined the frequency of service at the Bogard Safety Roadside Rest Area during the contract period to be as follows:

"Slow" Months	November through February	6 hours per day
"Busy" Months	March through October	8 hours per day

- K. The service is to be provided as follows:

**EXHIBIT A**  
**Standard Agreement**

<u>Services</u>	<u>Service provided shall be between</u>	
"Slow" months	6 hours per day	8:30 A.M. through 3:00 P.M.
"Busy" months	8 hours per day	7:30 A.M. through 4:00 P.M.

Lunch will be taken from 12:00 to 12:30 P.M. No services are required during lunchtime. Break times will be from 09:30 to 09:45 and from 2:00 to 2:15. Contractor's employees at the rest area will be continually busy cleaning when not on breaks.

- L. Caltrans will endeavor to notify the Contractor at least ten (10) hours prior to closing the Rest Area for repairs or for any other reason. Contract work is not required nor will it be paid for during any period of closure. Payment for the first day's closure will only be made if Caltrans is unable to give the ten hours advance notification. Emergency closures are exempt from the ten-hour notification.
- M. In the event, that for any reason, including sickness, quitting, involuntary discharge by the Department Representative, the roadside rest area is left unattended during the prescribed hours, the Department shall withhold the sum of \$100.00 per hour as liquidated damages from the Contractor's pay for each and every hour or fraction thereof that the rest area is unattended. In addition, liquidated damages in the amount of \$100.00 per day shall be withheld from the Contractor's payment for each and every contract provision the Contractor fails to correct within 12 hours following receipt of written notification by the Department Representative. The Contractor shall notify the Contract Manager in writing immediately following the correction of the deficiency. Email will be an acceptable form of notification.

**5. Janitorial Services**

- A. Janitorial service shall consist of cleaning, sanitizing, deodorizing, and stocking rest room facilities, cleaning/de-icing sidewalks, picking up litter, washing tables, benches, garbage cans, and sweeping all paved parking areas.
- B. Rest rooms shall be made presentable with unsightly trash or other items picked up from the grounds and parking lot each morning **within .5 hour of the start of each shift.** This shall be followed by a more thorough cleaning of the rest rooms, picnic areas, drinking fountains, litter cans, parking lot, sidewalks, and grounds.
- C. Windows and light fixtures shall be cleaned as necessary. No steel wool, sandpaper, abrasive cleaning powders, or other highly abrasive cleaning materials shall be used in cleaning the floors, walls, toilet partitions, doors, toilets, urinals, wash basins, soap dispensers, and hand dryers.

**EXHIBIT A**  
**Standard Agreement**

- D. Rest rooms shall be kept open except when necessary janitorial work or repairs are actually being performed. Restrooms will be cleaned so that at least one set of Men's restrooms and one set of Women's restrooms will always be open. Temporary notices that have been pre-approved by the Department shall be set out whenever the Contractor deems it necessary in order to adequately warn and protect the public from possible hazardous conditions. Every reasonable effort shall be made to keep the rest rooms open at all times.
- E. At no time shall closure for routine cleaning exceed thirty minutes. All rest rooms are to be made available to the public when not actually being cleaned.
- F. A mechanical sweeper may be used to sweep sidewalks, provided it does not pose a hazard to the public and no damage is done to the landscaping.
- G. All litter and garbage shall be disposed of by the Contractor daily and removed to a public dumpsite. Contractor shall pay any dump fees necessary to use the dumpsite. A dumpster will not be permitted to be brought into the Rest Area.
- H. The storage room shall be kept in a neat, orderly fashion and shall only be used for the storage of supplies and materials needed in the maintenance of the Rest Area. The storage rooms shall be kept locked and secured at all times when not occupied by the Contractor's personnel. Flammable liquids shall not be stored in the storage rooms.

**6. Disposal of Hypodermic Needles**

- A. All Contractor employees who might come in contact with hypodermic needles or other infectious material shall be thoroughly trained in procedures to use in handling infectious material. This training shall be given at the start of the first shift assigned to the Rest Area. No contractor employee who has not received this training will knowingly pick up or touch any possible infectious material.
- B. Hypodermic needles found on the Rest Area grounds shall be disposed in the following manner:
  - 1) Contractor's employees shall immediately notify their (Contractor) supervisor whenever a hypodermic needle is found.
  - 2) Contractor's employee will retrieve the needle by use of a "trash picker" or by gloved hand. Under no circumstances are needles to be handled with bare hands.
  - 3) Needles will be placed into a Sharps container or equal. Sharps containers may be obtained from medical supply outlets. Containers used must be leak-proof, rigid, and puncture-resistant.

**EXHIBIT A**  
**Standard Agreement**

- 4) Sharps containers may be disposed of with other garbage and debris. Under no circumstances is a container to be used to store needles in any vehicle or building on Rest Area grounds.
  - C. Any skin area on contact with an item that may be infectious shall immediately be washed with soap and water followed with some sort of disinfecting agent such as towellette preps found in first aide kits. Care should be exercised to avoid getting any irritant into eyes or other sensitive areas.
  - D. Additional guidance on disposal and handling of infectious waste materials can be obtained from the local Public Health Department regulations. The above procedures shall be modified or deleted as necessary to comply with the local Public Health Department regulations.
- 7. Miscellaneous**
- A. A list of the supplies the Contractor proposes to use, including manufacturer's name, size, weight, etc., shall be submitted to the Caltrans' representative prior to the start of any contract work. All materials to be used must be approved in advance by the Caltrans' representative. Any materials not approved shall not be used until approval has been obtained from the Caltrans' representative.
  - B. Caltrans is responsible for regulation of activities at the Roadside Rest Areas through issuance of permits. Contractor shall perform the work in such a manner as to not unduly hinder or interfere with the use of the facility by the traveling public or other permitted users.
  - C. Inquiries about such permits shall be directed to the Caltrans' representative. Contractor is expected to monitor the activities of permitted organizations and report any non-compliance of the terms of the permits to Caltrans' representative. Contractor's operations shall not restrict or disrupt the permitted activities of these organizations.
  - D. Caltrans shall not be responsible in any way for damages, destruction or loss for any cause, to the Contractor's equipment, supplies, materials, tools, or the personal property of the Contractor's personnel.
- 8. Changes**
- A. Caltrans reserves the right to revise the work schedule and to make other changes within the contract specifications as may be deemed necessary to best serve the interest of Caltrans.

**EXHIBIT A**  
**Standard Agreement**

- B. Caltrans reserves the right to close this Rest Area, without compensation to the contractor, for periods of 1 (One) week or more with 15 days notification for any reason Caltrans deems appropriate. Compensation not paid for periods of 1 week or multiples of weeks shall each be at  $\frac{1}{4}$  the monthly rate in which the closure occurred. If the contractor works at the rest area for any time period in any month, at the Contract Managers direction, the contractor will be compensated a minimum of  $\frac{1}{4}$  the monthly rate for that month. Compensation for any months closing not paid will be equal to that month's rate.

**EXHIBIT A**  
**Standard Agreement**

**BOGARD ROADSIDE REST WORK SUMMARY**

FUNCTION	INVENTORY DESCRIPTION	UNITS	FREQUENCY OF SERVICE	
			SUMMER- MEMORIAL DAY WEEKEND THRU LABOR DAY DAY WEEKEND	WINTER ONE DAY AFTER LABOR DAY WEEKEND THRU ONE DAY BEFORE MEMORIAL WEEKEND
Clean partition walls	Toilet	16	3 times per day	once daily
Clean walls inside	sq. ft.	2624	once daily	once daily
Clean walls outside	sq. ft.	2280	weekly	once daily
Clean doors	Each	8	3 times per day	once daily
Sweep floor	sq. ft.	4270	3 times per day	once daily
Clean floor	sq. ft.	4270	3 times per day	once daily
Clean urinals	Each	4	3 times per day	once daily
Clean toilets	Each	12	3 times per day	once daily
Clean sinks	Each	8	3 times per day	once daily
Clean mirrors	Each	8	3 times per day	once daily
Clean drinking fountains	Each	2	3 times per day	once daily
Clean building displays	sq. ft.	256	weekly	weekly
Clean light fixtures	Each	32	weekly	weekly
inside & out				
Clean utility & breakroom	sq. ft.	900	once daily	once daily
Fill toilet tissue dispensers	Each	12	3 times per day	once daily
Fill toilet seat cover dispensers	Each	12	3 times per day	once daily
Fill soap dispensers	Each	8	3 times per day	once daily
Empty sanitary napkin dispensers	Each	8	3 times per day	once daily
Empty garbage cans & replace liner	Each	12	3 times per day	once daily
Clean sidewalks	sq. ft.	950	once daily	once daily
Pick up and dispose of all litter			once daily	once daily
Sweep parking areas	sq. ft.	42,000	weekly	weekly
Remove snow from sidewalks	sq. ft.	1000	as needed	as needed
Wash trash receptacles	Each	12	once daily	once daily
Clean picnic tables & benches	Each	8	once daily	once daily
Clean windows	Each	16	weekly	weekly
Pressure wash outside of buildings	Each	2	once Yearly	Once Yearly

**EXHIBIT B**  
**Standard Agreement**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon approval of services by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, Attachment 1, and made a part of this Agreement. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Itemized invoices shall include this Agreement Number and shall be signed and submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation  
District 2 Maintenance  
Attention: David Grunow  
1490 George Drive  
Redding, CA 96003

- D. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.
- E. Progress payments will be made based on services provided and actual costs incurred. Not less than 10 percent of the Agreement amount shall be withheld pending final completion of the Agreement. The retention amount will be paid to the Contractor after the State has evaluated the Contractor's performance and made a determination that all Agreement requirements have been satisfactorily fulfilled.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the



## **EXHIBIT B**

### **Standard Agreement**

State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to void the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed \_\_\_\_\_.
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the contract manager or his/her designee.

### **5. Rates**

Rates for these services may be found on Attachment 1 of this document.

### **6. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

### **7. Inclusive Costs**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. All costs associated with materials/supplies as described in Exhibit A, Scope of Work, shall be included in Contractor's rates.

**EXHIBIT B**  
**Standard Agreement**

**8. Employee Benefits**

- A. Pursuant to Government Code Section (GC) 19134, Contractor shall provide applicable wages and employee benefits and/or In Lieu Cash payment rates to all covered employees. With the exception of receiving holiday pay as described in GC 19134 (h), this section does not apply to personal services Agreements for the services performed by employees of nonprofit organizations that are employed in accordance with any of the following: (1) A special license issued pursuant to Section 1191.5 of the Labor Code. (2) A special certificate issued pursuant to Section 214 of Title 29 of the United States Code. (3) A community rehabilitation plan described in Sections 19152 and 19404 of the Welfare and Institutions Code. (4) A habilitation services program as described in Sections 19352 and 19356.6 of the Welfare and Institutions Code.
1. "Wages" means hourly payments paid pursuant to GC 19134 to a covered employee for work performed by such employee. Wages must be valued of at least 85 percent of wages paid to State of California employees performing similar work.
  2. Employee Benefits Includes:
    - a. Health Benefits (means coverage a contractor provides to a covered employee, either through a purchased plan or by self-insurance) for:
      - (1.) Basic health care, as identified in 28 CCR Section 1300.67, and
      - (2.) Dental services, and
      - (3.) Vision services.
    - b. Retirement Benefits, and
    - c. Holiday Pay, sick pay, and vacation pay.
    - d. Benefits shall be valued of at least 85 percent of the State cost for State of California employees performing similar work, **or** In Lieu Cash Payments, **or** a combination of the actual benefit and In Lieu Cash Payments totaling at least 85 percent of the State cost.
    - e. In Lieu Cash Payments to Covered Employees are valued of at least 85 percent of the State cost for State of California employees performing similar work.
- B. "Covered Employee" means a person who performs any of the services as more than an incidental part of their duties under this Agreement. This excludes a person who performs solely supervisory or administrative services under this Agreement, or an owner/operator.
- C. **Rates** - Blended monthly rates are determined by the Department of Personnel Administration's Schedule of Employee Benefit Rates (published online February 1 of each year at [www.dpa.ca.gov](http://www.dpa.ca.gov)). The rates are set at 85% of the State's salary

**EXHIBIT B**  
**Standard Agreement**

and benefit cost for State employees performing similar duties. The blended rates for this Agreement are as follows:

**Custodian Classification:**

Current blended hourly rate is \$9.61.

Current blended Benefit's rate is \$6.09

- D. Blended rates will be annually adjusted based on an annual February 1 determination by the Department of Personnel Administration (DPA). Any published rate changes that occur during the term of the Agreement shall be given effect by Agreement amendment, with an effective date retroactive to the date rate changes were published by the DPA.
- E. Reports  
In order to receive any payment under this Agreement the Contractor shall provide, along with their monthly invoice, a monthly report that shall include the following items:
1. The number of Covered Employees who received Wages and Employee benefits and/or In Lieu Cash Payments in the preceding month.
  2. The number of hours each Covered Employee worked on this Agreement in the preceding month.
  3. The name of each Covered Employee who received Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month.
  4. The amount paid to each Covered Employee for Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month. Contractor must itemize amounts paid for wages and for each type of employee Benefit/In Lieu Cash Payment separately.
  5. The total monthly cost of Wages and Employee Benefits or In Lieu Cash Payments in the preceding month, excluding any administrative or indirect costs.
- F. Agreements and documents relating to implementing Government Code 19134 may be audited by the Department, the Department of General Services, and/or the Bureau of State Audits, or, in the case of a State-Leased Facility, by the contracting lessor.
- G. Failure to comply with the provisions of Government Code Section 19134 constitutes a material breach, which could subject the Agreement to immediate termination by the Department.

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**Standard Agreement**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Contract Officer, who may consider any written or verbal evidence submitted by the contractor. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on both parties to the Agreement on all questions of fact considered and determined by the Contract Officer.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the contractor from full and timely performance in accordance with the terms of the Agreement.

**2. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- B. The contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the State's Contract Manager.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

**3. Termination**

- A. The Department of Transportation reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total contract amount is expended prior to the expiration date, the State may, at its discretion, terminate this contract with 30 days notice to contractor.

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**Standard Agreement**

**4. Retention of Records/Audits**

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

**5. Default**

If, after award and execution of the Agreement, the contractor defaults, the Agreement may be terminated for non-satisfactory performance. Should he/she default on the Agreement, he/she may be liable to the State for damages including the difference between their original bid price and the actual cost of performing their work by another contractor.

**6. Non-Solicitation**

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**EXHIBIT D**  
**Standard Agreement**

**7. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)**

The State has established no goals for the participation of DVBE for this contract. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE subcontractor participation should clearly defined portions of the work become available.

**8. Audit Review Procedures**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Department will excuse the contractor from full and timely performance, in accordance with the terms of this Agreement.

**9. Laws to be Observed**

The contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and

**EXHIBIT D**  
**Standard Agreement**

decrees of bodies or tribunals having any jurisdiction or authority over the work. The contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the contractor shall immediately report the same to the contract manager in writing.

**10. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**11. Equipment Indemnification**

- A. The contractor shall indemnify the state against all loss and damage to the contractor's property or equipment during its use under this Agreement and shall at the contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the contractor or the contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

**EXHIBIT E**  
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**ADDITIONAL PROVISIONS****1. Liability Insurance Provisions**

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.

**1. Commercial General Liability**

- a.) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

**2. Automobile Liability**

- a.) Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- b.) The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the



## **EXHIBIT E**

### **Standard Agreement**

State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

#### **3. Workers' Compensation/Employer's Liability**

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement, including special coverage extensions where applicable.

Employer's liability limits of **\$1,000,000** per incident shall be required.

#### **2. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

#### **3. Interfacing With Pedestrian and Vehicular Traffic**

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The contractor shall take all necessary precautions for safe operations of the contractor's equipment and the protection of the public from injury and damage from such property.

**SMALL BUSINESS SUBCONTRACTING PREFERENCE FORM FOR NON-SMALL BUSINESS BIDDERS****ATTACHMENT 3****ADM 3019 (STATE FUNDED CONTRACTS) (Rev.6/05) Page 1 of 1**

BIDDER/PROPOSER BUSINESS NAME	BIDDER/PROPOSER BUSINESS ADDRESS		
CONTACT PERSON	BUSINESS PHONE (      )		
NAME OF PERSON SUBMITTING BID/PROPOSAL	SIGNATURE OF BIDDER/PROPOSER		DATE

**IMPORTANT: 1) Identify all Certified Small Business firms being claimed for credit. 2) List names of all Certified Small Business subcontractors, regardless of their tier or respective items of work, 3) Attach a copy of the Certified Small Business subcontractor's quote to this form. The Certified Small Business' quote will serve as written confirmation that the Certified Small Business is participating in the contract. 4)Ownership information required for reporting requirements.**

LIST CERTIFIED SMALL BUSINESS FIRM(s)	Phone Number (Area Code)	Item of Work, Service, or Materials Supplied	Certification Number/ DGS Reference Number	Business Type	Dollar Amount Claimed**	Percentage of \$ Value Claimed
A CERTIFIED SMALL BUSINESS PRIME Bidder/Proposer Participation						
<b>B. Certified Small Business Subcontractor/Supplier Name and Address</b>						
<b>TOTAL PARTICIPATION CLAIMED</b>					<b>\$</b>	<b>%</b>

Small Business must be certified by California Department of General Services by the bid opening or RFP/SOQ due date. Self-certification is NOT acceptable. **Important:** Names of First Tier Certified Small Business Subcontractors and their respective item(s) of work listed above shall be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid/proposal. \*\*For on-call contracts, the dollar amount represents estimated dollar value claimed.

**FOR CALTRANS USE ONLY**

TOTAL CERTIFIED SMALL BUSINESS PARTICIPATION _____%		
CERTIFIED SMALL BUSINESS VERIFICATION COMPLETED BY:		
NAME:	SIGNATURE:	DATE:

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.